

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: February 15, 2006

Division: County Administrator

Bulk Item: Yes X No     

Department: Deb Barsell

Staff Contact Person:

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**AGENDA ITEM WORDING:** Approval of an Interlocal Agreement between Miami-Dade and Monroe Counties creating the South Florida Workforce Investment Board for Region 23 of the State of Florida.

**ITEM BACKGROUND:** Signed into effect August 7, 1998, the federal Workforce Investment Act of 1998 (WIA) was created for the purpose of affecting the federal job training programs and to create a complete workforce investment system. Under the federal WIA, each state is mandated to create a State Workforce Investment Board (SFWIB). Shortly after the enactment of the federal legislation, Florida created and passed the Workforce Innovation Act of 2000. The WIA created Workforce Florida, Inc., and the Workforce Florida Board. Workforce Florida, Inc. monitors and oversees the administration of the state workforce policy, and all of its activities including designating local areas, reviewing local plans, and the programs and service implemented by the local boards.

There are twenty-four (24) local areas or regions, in Florida. Within each region, the federal WIA requires the creation of a Local Workforce Investment Board. The members of the local board are appointed by the chief elected official(s) (Mayors) under the stipulations set forth by the governor and Workforce Florida Board. The Board goes out for RFPs for providers of services, especially the "one stop shops" for aiding those in need of aid in applying for or obtaining work, set forth in Chapter 445 of the Florida Statutes. The previous "consortium" in Region 23 (Monroe and Miami-Dade) was deemed to have inherent conflict of interests in its membership and fund disbursements and the new board will replace its functions.

Formal adoption by the Chief Elected Officials of Miami-Dade County and Monroe County of this resolution will result in the creation of the South Florida Workforce Investment Board (SFWIB) which meets with the approval of the State. Monroe County gets 2 seats on the new board, which appointments must be made on February 22, 2006, by Mayor McCoy after the Miami-Dade County approval of the ILA.

There is potential liability for 6.7% of any misused funds. \*

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**PREVIOUS RELEVANT BOCC ACTION:** Interlocal agreements dated November 25, 2002, and, July 1, 2004, with cities of Miami, Miami Beach, Hialeah, and Miami-Dade and Monroe counties continuing the South Florida Employment and Training Consortium Board (SFETCB) had the same liability provision and number of appointments.

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**CONTRACT/AGREEMENT CHANGES:** Yes. This ILA replaces the duties of the consortium previously effective.

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**STAFF RECOMMENDATIONS:** Approval.

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**TOTAL COST:** unknown

**BUDGETED:** Yes      No X

**COST TO COUNTY:** N/A **SOURCE OF FUNDS:** Department of Labor

REVENUE PRODUCING: Yes \_\_\_\_ No \_\_\_\_ AMOUNT PER MONTH N/A Year \_\_\_\_

APPROVED BY: County Atty \* Yes OMB/Purchasing N/A Risk Management N/A

\*see last sentence of item background

DIVISION DIRECTOR APPROVAL: \_\_\_\_\_

DOCUMENTATION: Included X Not Required \_\_\_\_\_


DISPOSITION: \_\_\_\_\_ AGENDA ITEM # \_\_\_\_\_

Revised 2/05

## MEMORANDUM

**To:** Mayor and County Commissioners

**Through:** Richard Collins, County Attorney

**From:** Susan Grimsley, Assistant County Attorney 

**Re:** Interlocal Agreement for South Florida Workforce Investment Board (SFWIB) between Miami-Dade and Monroe Counties

**Date:** February 10, 2006

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We have been presented with an Interlocal Agreement re-structuring the Workforce Florida Region 23 Regional Workforce Board, replacing the powers of the prior consortium with Miami-Dade County, City of Miami, City of Hialeah, City of Miami Beach and Monroe County entered into in 2002. The interlocal agreement is between only Monroe County and Miami-Dade County.

The new arrangement is forthcoming because of conflicts of interest with the consortium members, cities providing their own services with the funding, and lack of appointments of Board members making it non-functional.

I have reviewed the Interlocal Agreement referenced above. These are the salient points.

1. SFWIB is a separate public body, corporate and politic.
2. The Executive Director is selected by the SFWIB and is an employee of Miami Dade. All staff of the Board are employees of Miami-Dade County.
3. Legal Counsel is the Miami Dade County Attorney's Office.
4. Members are subject to the jurisdiction of the Miami-Dade County Commission on Ethics and Public Trust and Office of the Miami Dade County Inspector General.
5. The Board must comply with the Sunshine Law.
6. A majority constitutes a quorum and members must be present to vote.
7. Members serve without compensation, but shall be reimbursed for necessary expenses incurred in the performance of their official duties upon approval by Miami-Dade County Manager or his designee.
8. Members are appointed by the Mayor. No member shall be appointed to serve a term longer than 2 years. The member may be re-appointed.

9. The member may be removed at any time by the Chief Elected Official (Mayor).
10. Monroe County appoints 2 members of the private sector representatives. They may not provide any services of any kind with funds from Workforce Florida, Inc.
11. The SFWIB shall use the Miami-Dade procurement policies.
12. Neither Monroe nor Miami Dade County may directly provide services, in order to provide independent oversight.
13. Monroe County is responsible for up to 6.7 % of misused or misappropriated funds; Miami-Dade is responsible for the other 93.3%.
14. Tort Liability is limited by Section 768.28 of the Florida Statutes and must be ordered by a court of competent jurisdiction or agreed to by the parties.
15. All requests to staff must go through the Executive Director.
16. In the event of the dissolution or expiration of the existence of the SFWIB, net funds shall be given to Miami-Dade for public purposes.
17. There shall be an annual report including an annual independent audit provided to both jurisdictions.
18. The effective date is March 1, 2006. The agreement may be extended and amended. It may be terminated with notice no later than 60 days before the end of the Workforce Investment Act fiscal year.

Cities are not parties to this ILA, although the Miami-Dade Mayor certainly can appoint board members from prior consortium entities. From the documents, it appears that all expenses are being born by Miami-Dade.

Please be advised that most of these provisions are required by Federal and State law, including the requirement to reimburse misappropriated or misused funds. However, the number of members on the Board from Monroe County and the 6.7 % potential liability for misuse of funds are negotiable. These provisions reflect the prior arrangements that were in place with the prior consortium arrangement which is being replaced.

**Grimsley-Susan**

**From:** Mike Switzer [mswitzer@workforceflorida.com]  
**Sent:** Wednesday, February 08, 2006 4:10 PM  
**To:** Grimsley-Susan  
**Cc:** Helen Jones; Curtis C. Austin; Rick Beasley (RWB 23)  
**Subject:** Confirming conversation re workforce board/agreement

Just to confirm our conversation earlier this afternoon, I understand that you are Assistant Monroe County Attorney and reviewing the proposed Interlocal Agreement (ILA) for Dade and Monroe Counties to appoint members for the Board of Directors for the Region 23 Workforce Board and exercise oversight authority as authorized/required by federal Workforce Investment Act and the state Workforce Innovation Act. Also understand you received the Curtis Austin January 27, 2006 letter to Mayors Alvarez of Miami-Dade County and McCoy of Monroe County, and the proposed Interlocal Agreement furnished by Miami-Dade staff.

In response to you questions, I verified that Workforce Florida Inc. (WFI) staff had met with Miami-Dade staff to review the proposed ILA, and had expressly asked about certain provisions that referenced or omitted Monroe County, and were assured they had been checked with Monroe staff and were agreeable, including appointment of the Dade County Attorney, having the Board Executive and staff on Dade payroll, having Monroe appoint 2 board members and assigning 6.7% potential liability share to Monroe County. I indicated that a specific name was not provided for the Monroe County contact other than the Mayor's or County Managers office.

I confirmed that federal law does place potential liability (not indemnification per se) on local elected officials/counties in the event of local unreimbursed disallowed costs, but does not specify percentages in an ILA—so the percentages are entirely a local negotiation issue not dictated by the state or federals. I also summarized the history of RWB 23 not being chartered due to non-compliance with prior instructions, and noted that the current sticking points are appointment/supervision of the Board's Director, elimination of conflicts of interests involving current Consortium members, and requiring full appointments to the workforce board to comply with federal and state category requirements, especially a majority of private business representatives. I also emphasized that time is of the essence, and if full execution of the new ILA correcting the deficiencies is not done by both counties by March 1, it is likely that the WFI Board will declare the RWB 23 charter to be expired, terminate the workforce funding flow, and designate an alternative entity to take responsibility for workforce services in the 2-county Region. I also indicated that another extension is unlikely in light of multiple past extensions and interim approvals.

2/9/2006

# Workforce Florida Inc.

Curtis Austin, President

January 27, 2006

The Honorable Carlos Alvarez, Mayor  
Miami-Dade County  
Stephen P. Clark Center, 29<sup>th</sup> Floor  
Miami, FL 33128

The Honorable Charles "Sonny" McCoy, Mayor  
Monroe County  
503 Whitehead St.  
Key West, FL 33040

Dear Mayor Alvarez and Mayor McCoy:

Florida's workforce system is governed by federal and state laws that require Workforce Florida Inc. (WFI) Board, as the state board, to charter Regional Workforce Boards (RWBs). The chartering process gives the RWBs authority to design, direct and oversee workforce local services, receiving and distributing federal and state funds to local service providers.

The essential elements to be recognized as a Regional Workforce Board and entitled to continuing charter status are set out in the federal Workforce Investment Act, the state Workforce Innovation Act of 2000, and the policies adopted by the Workforce Florida Board of Directors. Due to expiration of previously approved 5-year plans effective June 30, 2005, and some new federal and state requirements, WFI directed all 24 current RWBs to submit new/continued 2-year plans and demonstrate continued compliance with RWB membership and other structural/compliance requirements by September 30, 2005. All submissions were reviewed by state staff and submitted to the WFI Board of Directors meeting on December 1, 2005. Most current RWBs were granted continued charter status outright, with some given contingent approval to be finalized when some minor unfinished tasks were completed, such as appointment of a few Board vacancies.

The WFI Board declined to approve even contingent charter status for RWB 23 for non-compliance issues, noting that RWB 23 had not been fully chartered since 2002 due to similar shortcomings. Although funding had not been previously discontinued on the premise that the RWB was "in transition" and working on correction of deficiencies, at the December 1, 2005 meeting, the WFI Board unanimously voted to withhold charter status from RWB 23 to the current RWB 23. RWB 23 was not brought into compliance by February 1, 2006. The state board also directed WFI to arrange for an alternative entity to be designated to receive workforce funds and arrange for continuity of services to the citizens of Miami-Dade and Monroe Counties.

The critically non-compliant elements identified at the WFI Board meeting and further explained in a December 28, 2005 letter from WFI CEO Curtis Austin, were that:

- The Region 23 Board needs to provide that the Executive Director of the RWB Board must be hired by and accountable to the RWB Board;
- Conflicts of interest, actual and potential, be eliminated so that the counties would not be exercising both oversight authority and providing direct public workforce services funded through WFI; and

- Appointments be made to the RWB Board to comply with mandated statutory categorical representation.

In early January, a draft revised Interlocal Agreement was submitted to WFI which would substantially revise governance, reconstitute the RWB, and eliminate some noted conflicts of interest involving board members. The draft substantially reduced potential for conflicts of interest by private sector members of the board. However the initial draft did not satisfactorily resolve the issue of board staff supervision or potential conflict at county-level. As a result of further dialogue between WFI staff and RWB/county staff, a meeting was held in Tallahassee, on Monday, January 23, involving WFI President Curtis Austin, WFI staff, RWB Executive Director Rick Beasley, Senior Mayoral Advisor Luis Gazitua, Assistant County Attorney Peter Tell and Assistant County Manager Tony Crapp (by telephone). The group did a line-by-line review of a revised draft Interlocal agreement. Other than suggesting some minor language refinements/edits, WFI staff expressed satisfaction that the language in the January 23 document complied with requirements regarding appointment/supervision of the RWB Executive Director and prohibiting the counties from directly providing public workforce services with funds received from/through Workforce Florida, Inc.

WFI staff also approved the general outline of intended categorical appointments to the RWB Board (not intending to approve/disapprove specific individuals.) While noting that the proposed Interlocal Agreement was drafted in consultation with staff of both counties, it is understood that it has not yet been formally adopted by either county, nor have any proposed board member appointments/reappointments been made. WFI staff approval is contingent upon formal adoption by both counties in its current form, and WFI staff would recommend contingent chartering of the reconstituted RWB at the next WFI Board meeting on February 16, 2006, and not directing funding to an alternate recipient, if the draft Interlocal agreement is adopted.

To allow for transitional activities, WFI staff intends to recommend that the contingent re-chartering of RWB 23 take effect March 1, 2006 (if the agreement is adopted), with WFI staff monitoring completion of the transition and appointment of full board membership before notifying RWB 23 of full charter status, with a report back to the WFI Board at its next meeting in May, 2006.

This has been a difficult chartering/re-chartering process particularly for those most engaged in Miami-Dade and Monroe counties. And it has been a high priority for the WFI Board and staff due to the significance of your two counties to the state's overall workforce program. However considerable progress has been made in recent weeks, and we are on the verge of seeing resolution in a way that we hope will also improve services to the citizens of Dade and Monroe counties, a goal we all share.

Sincerely,



Curtis C. Austin

cc: Katherine Wilson, Chair of Workforce Florida  
Rick Beasley, Executive Director, RWB 23  
Susan Pareigis, Director, AWI  
Tony Crapp, Assistant County Manager, M-D County  
Michael Switzer, VP for Programs/Performance, WFI



February 3, 2006

Mr. Curtis Austin  
President  
Workforce Florida, Inc.  
1974 Commonwealth Lane  
Tallahassee, Florida 32303-3196

Dear Mr. Austin:

Please except this letter as an official update on the restructuring process for Region 23, South Florida Workforce. We have taken the steps to implement the required actions as indicated in the attached action timeline, as well as the draft proposed resolution approving the Interlocal Agreement creating the South Florida Workforce Investment Board for Region 23. In addition, we will forward the agendas for the Community Empowerment & Economic Revitalization Committee and Board of County Commissioners, once the agendas have been signed off by the Assistant County Manager and the County Attorney's office.

The e-mail sent on February 2, 2006, subject: RWB 23 Key Items Incomplete for Chartering, from a WFI staff member raised concerns and there appears to be a divergence from the actions that arose from our January 23<sup>rd</sup>, 2006, meeting and your letter of January 27<sup>th</sup>, 2006.

As you are aware, we have been working diligently to comply with the requirements and in your January 27, 2006 letter, on page 2, in paragraph 2 and 3 you state:

"WFI staff also approved the general outline of intended categorical appointments to the RWB Board (not intending to approve/disapprove specific individuals). While noting that the proposed Interlocal Agreement was drafted in consultation with staff of both counties, it is understood that it has not yet been formally adopted by either county, nor have any proposed board member appointments/reappointments been made. WFI staff approval is contingent upon formal adoption by both counties in its current form, and WFI staff would recommend contingent chartering of the reconstituted RWB at the next WFI Board meeting on February 16, 2006, and not directing funding to an alternate recipient, if the draft Interlocal agreement is adopted.

To allow for transitional activities, WFI staff intends to recommend that the contingent re-chartering of RWB 23 take effect March 1, 2006 (if the agreement is adopted), with WFI staff monitoring completion of the transition and appointment of full board membership before notifying Region 23 of full charter status, with a report back to the WFI Board at its next meeting in May, 2006."

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The South Florida Workforce is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.



Curtis Austin  
February 3, 2006 -- Page 2.

Based on the actions that we have taken thus far and the actions detailed in the timeline, it is my opinion that WFI staff can continue to recommend the chartering of the new/reconstituted RWB, contingent upon the final approval of the Interlocal Agreement as agreed in your January 27<sup>th</sup> letter.

I look forward to hearing from you.

Sincerely,

Rick Beasley  
Executive Director

Attachments:

1. Action Timeline
2. Draft Proposed Resolution

cc: Susan Simpler, Deputy Director of Workforce Services, AWI  
Michael Switzer, VP for Programs/Performance, WFI  
Helen Jones, Program Specialist, WFI  
Luis Gazitua, Senior Mayoral Advisor  
Tony Crapp, Assistant County Manager, Miami-Dade County  
Dr. Mae D. Bryant, Assistant County Manager, Miami-Dade County  
Peter Tell, Assistant Miami-Dade County Attorney



RECEIVED  
JAN 6 2006

Curtis Austin, President

December 28, 2005

The Honorable Larry Hawkins, Chairman  
South Florida Workforce

Mr. Rick Beasley, Executive Director  
South Florida Workforce  
7300 Corporate Center Drive  
Suite 500  
Miami, FL 33126

Dear Gentlemen:

Workforce Florida Board of Directors charters regional workforce boards to insure that the local recipients of federal funding are in compliance with federal and state law. In December, 2003, Workforce Florida determined that the administrative structure in Region 23 was not acceptable. All other regions were re-chartered in 2003 or early 2004. South Florida Workforce was provided specific instructions to bring their board into compliance with the state board's requirements. The administrative staff asked for patience and time to bring the board into compliance, noting that this large region was experiencing many changes, including the changes of board chair, executive directors, chief elected officials, etc. Staff also noted the many program issues they were being asked to address which related to the regional performance.

Workforce Florida has been patient, but the state board has just completed another period of re-chartering and South Florida Workforce is one of only two regions that are not in substantial compliance. The Workforce Florida Board voted to disapprove the 2005-2007 plan as submitted by South Florida Workforce. Furthermore, the board voted to instruct AWI and WFI staff to continue providing technical assistance to these regions so that acceptable plans are submitted by February 1, 2006. Failure to correct the plan problems would require state staff to propose an alternative for providing workforce services in the region and may require the state board to ask the County Commissions of Miami-Dade and Monroe Counties to propose a new oversight entity for workforce services in south Florida.

To eliminate any confusion, Workforce Florida notes the major deficiencies in the South Florida Workforce plan include:

1. The Miami-Dade/Monroe region is governed differently than any other local board. The existence of the consortium pre-dates the Workforce Investment Act. The existence of the consortium, per se, is not directly the state's

business. However, when governments that are partners in the consortium both appoint members to the board and apply to do business with the board (as service providers) a conflict (perceived or real) occurs which is not acceptable to Workforce Florida and is in direct conflict with the principle enunciated by the Florida Legislature in section 445.007(5), Florida Statutes. The Legislature indicated the regional boards are not to be direct service providers in order to "exercise independent oversight." Miami's arrangement, with board staff providing services to both the board and the consortium (whose members provide direct services) seems to blur the lines if not directly crossing them. In either event, the state board has found this practice to be unacceptable and requires the members of the consortium to either refrain from providing services or agree to exclude the consortium from decisions relating to board appointments and all other decisions of direct conflict. In addition, staff selection decisions (including hiring and firing of the executive director) must be left exclusively to the regional workforce board. Your inter-local agreement will also have to be changed to insure the independent oversight capability of the workforce board. In order to facilitate such changes our office has been and will continue to be in direct contact with Mayor Alvarez's office to make the necessary modifications to the inter-local agreement.

2. The appointment of board members is dramatically behind. This office has been in direct conversation with Mayor Alvarez's office and notes both the great cooperation we have had from his office and the progress that has been made in moving board appointments forward. Nevertheless, as reported to the state board, due to the various local consortium members in the region, South Florida Workforce has 13 vacancies from its 45 member board. An additional 17 members are sitting in seats whose terms have expired. Most of the terms expired almost 18 months ago. The failure to appoint board members and to keep up with the appointment process has resulted in a board without a majority of business members making decisions over tens of millions of dollars, counter to the wishes of the Congress and the Legislature. The state board requires South Florida Workforce work with its local appointing authorities to bring the board into compliance with state and federal laws.

Please work with Helen Jones and Mike Switzer of my staff to address these issues.

Respectfully,



Curtis C. Austin

cc: ✓ The Honorable Carlos Alvarez, Mayor of Miami-Dade County  
The Honorable Charles "Sonny" McCoy, Mayor of Monroe County

**INTERLOCAL AGREEMENT CREATING THE  
SOUTH FLORIDA WORKFORCE INVESTMENT  
BOARD FOR REGION 23 OF THE STATE OF FLORIDA**

This Interlocal Agreement is made and entered into by and between the Chief Elected Official of Miami-Dade County, a political subdivision of the State of Florida, and the Chief Elected Official of Monroe County, a political subdivision of the State of Florida, pursuant to the Florida Interlocal Cooperation Act, the Miami-Dade County Home Rule Charter, and applicable federal and state laws and regulations. In consideration of the covenants, conditions, mutual obligations and other good and valuable consideration, the parties hereto agree as follows:

1. The Chief Elected Officials who have executed this Interlocal Agreement have caused to be created hereby a Local Workforce Investment Board for Region 23 of the State of Florida in accordance with federal and state laws and regulations. This Local Workforce Investment Board shall be known as the South Florida Workforce Investment Board (hereinafter sometimes referred to as the "SFWIB"). The SFWIB shall be a separate public body, corporate and politic, and a governmental agency and governmental instrumentality of both Miami-Dade County and Monroe County. The SFWIB shall be a governmental body in all respects and shall be an organization eligible to exclude income under Section 115 of the Internal Revenue Code of the United States and contributions to which are deductible under Section 170(c)(1) of the Internal Revenue Code of the United States.
  - a. The SFWIB shall have the power to sue and be sued, to plead and to be impleaded, to contract and be contracted with, to enforce contracts and

agreements, to accept grants, gifts or other resources, to engage an independent auditor, to have an official seal and alter same, and to incur tort liability to the extent permitted by Section 768.28, Fla. Stat. The SFWIB may exercise all of the powers specifically granted herein. Except as limited in this Interlocal Agreement, the SFWIB shall exercise all of the powers granted to Local Workforce Investment Boards by the Workforce Investment Act of 1998, as amended from time to time, and Chapter 445, Florida Statutes, as amended from time to time. Nothing herein shall be construed to limit or affect, in any way, the laws relating to sovereign immunity, Section 768.28, Florida Statutes, with respect to the SFWIB.

- b. The Executive Director of the SFWIB shall be selected by the SFWIB. The Executive Director shall be an employee of Miami-Dade County within the administrative service of Miami-Dade County and may be removed from the position of Executive Director of the SFWIB in the discretion of the SFWIB. The Executive Director shall be the Chief Operating Officer of the SFWIB and, as such, shall implement the policies, decisions, actions and directives of the SFWIB.
- c. The staff of the SFWIB shall all be employees of Miami-Dade County and who shall serve the SFWIB under the supervision and control of the Executive Director of the SFWIB. The staff of the SFWIB shall implement the policies, decisions, actions and directives of the SFWIB under the supervision and control of the Executive Director of the SFWIB.

- d. Legal counsel for the SFWIB shall be the Miami-Dade County Attorney's Office. With the approval of the Chief Elected Official of Miami-Dade County, the SFWIB may from time to time engage special legal counsel for specific legal matters.
- e. The members of the SFWIB shall elect a chairperson of the SFWIB, as required by the Workforce Investment Act of 1998, as amended from time to time, and such other officers as may be deemed necessary and appropriate by the SFWIB. All such officers shall serve in office for a term not to exceed two years. No such officer shall serve more than two terms in office or four years, whichever is less. The chairperson shall serve as the presiding officer at all meetings of the SFWIB.
- f. The organization, operating procedures, and by-laws of the SFWIB shall be determined by the SFWIB and shall become effective upon approval by the Chief Elected Official of Miami-Dade County. The organization, operating procedures, and by-laws of the SFWIB shall comply with the applicable federal, state, and local laws, ordinances, and regulations.
- g. The SFWIB and its members, the Executive Director of the SFWIB, the staff of the SFWIB and members of any and all committees of the SFWIB shall be subject to the jurisdiction of the Miami-Dade County Commission on Ethics and Public Trust and the Office of the Miami-Dade County Inspector General. SFWIB members, the Executive Director of the SFWIB, the staff of the SFWIB and members of any and all committees of the SFWIB shall comply with the Miami-Dade County Code of Ethics

Ordinance, Conflict of Interest Ordinances, Lobbyist Registration and Reporting Ordinances, and the Citizens' Bill of Rights. The SFWIB and its members, the Executive Director of the SFWIB, the staff of the SFWIB and members of any and all committees of the SFWIB, shall be subject to and shall comply with Florida's Public Records and Open Meetings Laws, Section 286.011 et seq., Fla. Stat., and Section 119.01 et seq., Fla. Stat.

- h. No lobbying or legislative activity of any kind in or before any body or person of any kind shall be undertaken by the SFWIB, any member of the SFWIB acting as such or any staff member of the SFWIB acting as such except by making legislative requests as a board to the Miami-Dade County Office of Intergovernmental Affairs as required by Miami-Dade County Ordinance #04-219 or as may be authorized in writing by said Office from time to time.
- i. Notwithstanding any provision of State or federal law, a majority of the appointed members of the SFWIB or a majority of the appointed members of any committees of the SFWIB, who are physically present in the public meeting room or other place of the public meeting, shall constitute a quorum necessary for taking any action at the public meeting. Notwithstanding any provision of State or federal law, only appointed members of the SFWIB or appointed members of a committee of the SFWIB who are physically present in the public meeting room or other place of the public meeting shall constitute a quorum necessary for taking any action at the public meeting. Notwithstanding any provision of State

or federal law, only appointed members of the SFWIB or appointed members of a committee of the SFWIB who are physically present in the public meeting room or other place of the public meeting shall be permitted to participate in such meeting, take any action at such meeting, or vote at such public meeting. Any such appointed member of the SFWIB or any such appointed member of a committee of the SFWIB who is not physically present in the public meeting room or other place of the public meeting and who, nevertheless, participates in such public meeting, or takes any action at such public meeting or votes at such public meeting, while not being physically present in the public meeting room or other place of the public meeting, shall automatically, by operation of this Interlocal Agreement, be deemed to have thereupon resigned forthwith from membership on the SFWIB, if a member of the SFWIB and from membership on any and all committees of the SFWIB.

- j. SFWIB members shall serve without compensation but shall be reimbursed for necessary expenses incurred in the performance of their official duties upon approval in writing by the Miami-Dade County Manager, or the Miami-Dade County Manager's designee. All of the aforesaid expenses shall be reimbursed in accordance with federal and state laws and regulations and Miami-Dade County ordinances and policies. All travel expenses for SFWIB members or any other person traveling for and on behalf of or at the request of the SFWIB shall be in conformance with state law relating to travel expenses of public officers



and public employees and Miami-Dade County ordinances and policies relating to travel expenses and shall be submitted in writing to the Miami-Dade County Manager or the Miami-Dade County Manager's designee for approval or denial by the Miami-Dade County Manager or the Miami-Dade County Manager's designee.

- k. The SFWIB shall consist of a sufficient number of members and shall be composed of members in such a manner as to meet the requirements of State and federal law. The number of members of the SFWIB and the composition of the SFWIB shall be determined by the Chief Elected Official of Miami-Dade County in accordance with the criteria set forth in State and federal law. Members of the SFWIB shall serve at the pleasure of the Chief Elected Official who appointed the member and for such term as determined by the Chief Elected Official who appointed the member. However, no member of the SFWIB shall be appointed to serve a term greater than two years. SFWIB members may be reappointed by the Chief Elected Official who appointed the SFWIB member. Any SFWIB member, regardless of whether or not the SFWIB member is chairperson or other officer of the SFWIB, may be removed for cause or without cause, at any time, in the sole discretion of the Chief Elected Official who appointed the SFWIB member. The Chief Elected Official of Monroe County shall appoint two of the private sector members of the SFWIB and the Chief Elected Official of Miami-Dade County shall appoint all of the other members of the SFWIB. Representatives of businesses appointed to

the SFWIB by the Chief Elected Official of Miami-Dade County or by the Chief Elected Official of Monroe County shall not include representatives of businesses which are providers of public workforce services with funds provided through or from Workforce Florida, Inc. Furthermore, representatives of businesses appointed to the SFWIB by the Chief Elected Official of Miami-Dade County or by the Chief Elected Official of Monroe County shall automatically forfeit membership on the SFWIB if the business so represented provides public workforce services with funds provided through or from Workforce Florida, Inc. during the representative's period of membership on the SFWIB. The Chief Elected Official of Miami-Dade County may, solely in his or her discretion, from time to time, consider the recommendations, if any, of the City of Hialeah, the City of Miami, and the City of Miami Beach with respect to the appointment of members of the SFWB by the Chief Elected Official of Miami-Dade County.

1. The SFWIB shall comply with the procurement and expenditure procedures required by federal law for the expenditure of federal funds. To the extent not in conflict with federal law and regulations, the SFWIB shall comply with the procurement laws and regulations of the State of Florida which may be applicable to Miami-Dade County and with the applicable procurement ordinances, administrative orders, and policies of Miami-Dade County.

- m. The County Manager of Miami-Dade County and the administrative service of Miami-Dade County is hereby designated as the local fiscal agent for Region 23 of the State of Florida.
- n. The Chief Elected Official of Miami-Dade County for and on behalf of Miami-Dade County and the Chief Elected Official of Monroe County for and on behalf of Monroe County shall be the local grant recipients for Region 23 of the State of Florida and shall be liable for any misuse of the grant funds allocated to Region 23 of the State of Florida under Sections 128 and 133 of the Workforce Investment Act of 1998, as amended from time to time.
- o. The administrative entity for all Workforce Investment Act, TANF, and other workforce programs implemented by the SFWIB within Region 23 of the State of Florida shall be the administrative service of Miami-Dade County. The administrative service, acting as the administrative entity for the SFWIB, shall serve the SFWIB under the supervision and control of the Executive Director of the SFWIB and shall implement the policies, decisions, actions and directives of the SFWIB under the supervision and control of the Executive Director of the SFWIB.
- p. In order to exercise independent oversight, Miami-Dade County and Monroe County, respectively, agree that Miami-Dade County and Monroe County shall not be a direct provider of public workforce services with funds provided through or from Workforce Florida, Inc.

2. Monroe County and Miami-Dade County hereby agree to assume financial liability for any misuse of grant funds in accordance with State and federal law: Monroe County agrees hereby to assume 6.7% of any financial liability for any misuse of grant funds; Miami-Dade County agrees hereby to assume 93.3% of any financial liability for any misuse of grant funds.
3. Each Chief Elected Official for and on behalf of their respective jurisdiction agrees hereby to promptly contribute to any SFWIB financial liability or any other financial liability incurred under this Interlocal Agreement as follows:
  - a. No liability of any kind arising out of this Interlocal Agreement shall be paid by the SFWIB or by SFWIB staff or by the administrative entity or by either of the parties to this Interlocal Agreement unless ordered by a court of competent jurisdiction or other superior State or federal governmental entity acting within the scope of its powers and jurisdiction or unless otherwise approved by both parties hereto. Nothing herein shall be construed to waive any rights of the SFWIB or the parties hereto to seek legal or administrative relief from any such liability.
  - b. Tort liability incurred by the SFWIB or incurred by any member of the SFWIB or an member of any committee of the SFWIB or incurred by the Executive Director or by a member of the staff of the SFWIB or of the administrative entity, through or on account of the performance of the lawful acts authorized or required by this Interlocal Agreement shall, to the extent permitted by Section 768.28, Fla. Stat, be solely the

responsibility of the SFWIB and does not and shall not constitute the tort liability of the parties hereto or their respective jurisdictions.

In the event such tort liability is so incurred by any of the foregoing entities or persons, then and only then shall both Miami-Dade County and Monroe County contribute a sum to the SFWIB for the satisfaction of such tort liability incurred which shall equal 6.7% from Monroe County and 93.3% from Miami-Dade County, all of which contributions for a single tort liability claim when aggregated together shall not exceed the limit for a single tort liability claim as set forth in Sec. 768.28, Fla. Stat.

- c. Costs and other expenses disallowed by the State or federal government or by the SFWIB with respect to contracts between the SFWIB and Monroe County or between the SFWIB and Miami-Dade County for the provision of workforce services shall be paid by and shall be the financial liability solely of the contracting county. Nothing herein shall be construed to authorize the SFWIB to be a direct provider of intake, assessment, eligibility determinations, or other direct provider services.
- d. Costs and other expenses disallowed by the State or the United States or any other grantor of grant funds with respect to any contracts or agreements between the SFWIB and any service providers or other entities or caused by errors of the SFWIB or of the administrative entity or caused by misuse of grant funds shall be paid by and shall be the financial liability of Monroe County and Miami-Dade County in accordance with

the following percentages: Monroe County - 6.7%; Miami-Dade County - 93.3%.

3. Nothing in this Interlocal Agreement shall be construed to impose personal financial liability of any kind upon any Chief Elected Official. Nothing in this Interlocal Agreement shall be construed to waive sovereign immunity in tort, except to the extent permitted by Sec. 768.28, Fla. Stat.
4. The members of the SFWIB and the members of any committees of the SFWIB shall deal with the employees of the administrative entity and SFWIB staff solely through the Executive Director and no such member shall give orders to any employees of the administrative entity or SFWIB staff either publicly or privately. No employee of the administrative entity or SFWIB staff shall respond to or undertake any action to comply with any request by any such member which violates the provisions of the preceding sentence. The Executive Director shall not knowingly allow any such member to deal with any employee of the administrative entity or SFWIB staff in violation of the provisions of the first sentence of this Paragraph #4. No member of the SFWIB or any member of any committee of the SFWIB shall direct or request the appointment of any person to, or his or her removal from office or employment by the Executive Director or by the Miami-Dade County Manager or by any subordinate of the Executive Director or by any subordinate of the Miami-Dade County Manager or participate in the appointment or removal of officers and employees of the administrative entity or of SFWIB staff nor shall the Executive Director or the Miami-Dade County Manager or any member of the administrative entity or of SFWIB staff or any

subordinate of any of the foregoing accede to such direction or request. Any violation of any of the provisions of this Paragraph #4 by any of the members of the SFWIB or members of any SFWIB committee shall cause the removal forthwith of such member from the SFWIB or the SFWIB committee or both, as applicable, by operation of this Interlocal Agreement.

5. Notwithstanding any provision of this Interlocal Agreement, the SFWIB shall not engage in any activities of any kind unless permitted to be carried on by an organization eligible to exclude income under Section 115 of the Internal Revenue Code of the United States and contributions to which are deductible under Section 170(c)(1) of the Internal Revenue Code of the United States. Notwithstanding any provision of this Interlocal Agreement, the SFWIB is authorized and empowered to pay reasonable compensation for services rendered and to make payments to advance SFWIB's activities for the benefit of the residents of Region 23 of the State of Florida. Notwithstanding any provision of this Interlocal Agreement, no part of the net earnings of the SFWIB shall inure to the benefit of or be distributable to the officers or members of the SFWIB or any other private person. Notwithstanding any provision of this Interlocal Agreement, in the event of the dissolution, liquidation, termination or expiration of the existence of the SFWIB, after promptly paying or adequately providing for the debts and obligations of the SFWIB, all monies, properties assets, and rights, of any kind whatsoever, shall be forthwith transferred, delivered and conveyed to Miami-Dade County for exclusively public purposes. Notwithstanding any provision of this Interlocal Agreement, the SFWIB shall only exercise essential

governmental functions on behalf of and accruing to the State of Florida or any political subdivision thereof. Notwithstanding any provision of this Interlocal Agreement, the Chief Elected Officials and their respective jurisdictions who are parties to this Interlocal Agreement shall have the powers and interests of an owner of the SFWIB. Notwithstanding any provisions of this Interlocal Agreement, no private interest shall materially participate in any of the functions, duties, or responsibilities of the SFWIB. Notwithstanding any provision of this Interlocal Agreement, all assets and income of the SFWIB shall accrue to the Chief Elected Officials in their official capacity and their respective jurisdictions who are parties to this Interlocal Agreement. Notwithstanding any provision of this Interlocal Agreement, the SFWIB shall provide an annual report, including annual financial audit by an independent auditor, to both Chief Elected Officials and both respective jurisdictions who are parties to this Interlocal Agreement. Notwithstanding any provision of this Interlocal Agreement, control, supervision and authority of the SFWIB shall at all times be vested in public authorities, to wit, the Chief Elected Officials and their respective jurisdictions who are parties to this Interlocal Agreement.

6. This Interlocal Agreement shall become effective on March 1, 2006, after its execution by the Chief Elected Officials of Miami-Dade County and Monroe County and shall expire on June 30, 2008. Both Chief Elected Officials have been duly authorized by their respective governing bodies, the Board of County Commissioners of Miami-Dade County and the Board of County Commissioners



of Monroe County, to execute this Interlocal Agreement for and on behalf of Miami-Dade County and Monroe County, respectively.

7. Upon expiration of this Interlocal Agreement, the SFWIB shall be deemed dissolved and no longer in existence. Upon the expiration date of this Interlocal Agreement and dissolution of the SFWIB or upon the dissolution, liquidation, or termination of the existence of the SFWIB prior to such expiration date, after promptly paying or adequately providing for the debts and obligations of the SFWIB, all monies, properties, assets, and rights, of any kind whatsoever, shall be forthwith transferred, delivered and conveyed to Miami-Dade County for exclusively public purposes. This Interlocal Agreement may be renewed in writing upon execution by both the Chief Elected Official of Miami-Dade County and the Chief Elected Official of Monroe County for an additional period of time but no such renewal shall be effective until both Chief Elected Officials have been duly authorized by their respective governing bodies, the Board of County Commissioners of Miami-Dade County and the Board of County Commissioners of Monroe County. This Interlocal Agreement and any renewals or amendments thereto shall be executed in counter-part originals by each party and each such counter-part original shall be deemed an original for all purposes.
8. This Interlocal Agreement may be amended by the parties hereto, from time to time, during the term of this Interlocal Agreement or any renewals thereof, upon the execution of the written amendment by both the Chief Elected Official of Miami-Dade County and the Chief Elected Official of Monroe County but no such written amendment shall be effective until both Chief Elected Officials have

been duly authorized by their respective governing bodies, the Board of County Commissioners of Miami-Dade County and the Board of County Commissioners of Monroe County.

9. The Chief Elected Official of Miami-Dade County and the Chief Elected Official of Monroe County are authorized hereby by their respective governing bodies to exercise the right to terminate this Interlocal Agreement at any time but in accordance with the conditions set forth below:

- a. The notice of termination shall be received by the other Chief Elected Official not later than sixty (60) days before the end of the current Workforce Investment Act fiscal year.
- b. The terminating party shall not be deemed released from any current or past financial obligations or any other current or past obligations of any kind whatsoever incurred or agreed to by the terminating party which arise out of this Interlocal Agreement.
- c. Upon the effective date of termination set forth in the termination notice described in a. above, the SFWIB shall be deemed dissolved and no longer in existence.

THIS INTERLOCAL AGREEMENT IS ENTERED INTO ON BEHALF OF:

MIAMI-DADE COUNTY

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_, Deputy Clerk

BY \_\_\_\_\_

Mayor

\_\_\_\_\_  
Date


THIS INTERLOCAL AGREEMENT IS ENTERED INTO ON BEHALF OF:

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_, Deputy Clerk

BY \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
SUSAN M. GRIMSLEY  
ASSISTANT COUNTY ATTORNEY